

***United States Court of Appeals
for the Second Circuit***



**APPELLANT'S
REPLY BRIEF**

76-7013

UNITED STATES COURT OF APPEALS
FOR THE SECOND CIRCUIT

REPLY BRIEF

STATE OF NEW YORK)

COUNTY OF NEW YORK)

SS

DOCKET NO.: 76-7013

PATRICIA A. FAHEY v. NORMAN F. CODO and SHIRLEY E. FAHEY

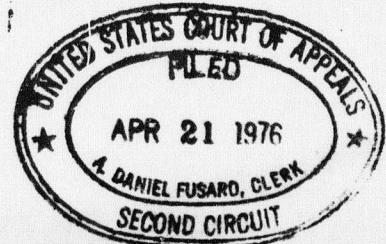
Patricia A. Fahey, plaintiff appellant,
states on oath:

(1) That on the twentieth day of April, 1976, plaintiff appellant came into possession of certain vital evidences related to this case now being appealed in said Court.

(2) That said evidences consist of rental agreements of lease between Shirley E. Fahey, one of the two executors trustees, of Joliet, Illinois and the Lexington-Madison Company at 630 Third Avenue in New York City, for the apartment 8E known as 27 East 65th Street, in the Borough of Manhattan, City of New York.

(3) That said leases, signed by said co-executor, Shirley E. Fahey, establishes the New York City tenancy under New York rental and Rent Guideline Board, referred to as a ~~stabilized~~ effective July 1st each year of said lease, of said co-executor and trustee, Shirley E. Fahey.

(4) That said agreement between said defendant and the Lexington-Madison Company were signed and agreed upon for the periods from December 11th, 1970 to September 1st, 1971 and from October 1971 to September 1972 under the laws of New York City.



(5) Hereto attached are copies of original lease agreement between said defendant and the Lexington-Madison Company and a letter dated December 11th, 1970 with check attached dated also December 11th, 1970, which date is seven days after the death of Patrick D. Fahey, for the amount of \$2,723.44 in payment for said tenancy from said Shirley E. Fahey to the Lexington-Madison Company as such lease and letter with check attached clearly shows.

(6) That said leases and correspondence from said defendant in support of Exhibits (2), (3), (4), and (5) of the Plaintiff-Appellant's Appendix establishes a nexus and a direct connection between the defendants and the State of New York.

(7) Hereto attached are also additional evidence of rental lease agreements between the decedent, Patrick D. Fahey, and the Lexington-Madison Company with check attached dated 9/17/70 of the Lakeland Bluff, Inc. of Joliet, Illinois from the O'Hare International Bank of Chicago, Illinois signed by the deceased, Patrick D. Fahey for the sum \$2,592.00 for one of said lease agreement for the same hereabove mentioned apartment 8E known as 27 East 65th Street, New York City, which apartment was occupied by the plaintiff appellant since the year 1963 through September, 1972 as stated.

(8) Plaintiff appellant respectfully submits this vital evidences to the Court.

New York, N.Y.
April 21, 1976

James Galanter

JAMES GALANTER
Attorney at Law, State of New York
No. 1358278
Qualified in Rockland County
Commission Expires March 30, 1977

Patricia A. Fahey

Patricia A. Fahey

PATRICIA A. FAHEY
PRO SE
750 PARK AVENUE
NEW YORK, NEW YORK 10021

Patrick D. Fahey

REAL ESTATE • INSURANCE • MORTGAGE LOANS

December 11, 1970

128 SCOTT STREET
JOLIET, ILL.

723-5811

Lexington Madison Company
630 Third Avenue
New York, New York 10017

Attn: Mr. Samuel Sharlach

Dear Sir:

Enclosed please find my check in the amount of \$2,773.44. This will pay my lease up to September 1, 1971, on apartment 8-E.

Very truly yours,

Shirley E. Fahey

Shirley E. Fahey

SEF/ph

Enclosure

SHIRLEY FAHEY

910 WESTERN AVE.
JOLIET, ILL. 60435

313

Dec 11 1970 70-2232 711
Pay to the order of Lexington Madison Co \$2773.44
Two Thousand Seven Hundred, Seventy Three & 44/100 Dollars

cf. 12/14/70



NATIONAL BANK OF JOLIET
121 N. CHICAGO ST. • DRIVE IN CHICAGO & WEBSTER
JOLIET • ILLINOIS

Pay to the order of Shirley E. Fahey
Shirley E. Fahey

⑆0711⑆2232⑆⑆247⑆09⑆8⑆

BEST COPY AVAILABLE

1. This lease is made this _____ day of _____, 19____, between _____, the lessor, and _____, the lessee, for the purpose of leasing to the lessee the premises described in the first paragraph hereof, together with all the rights and appurtenances thereto in anywise connected, and the lessee shall have the right to use the premises for the purpose of _____.

Destruction—Fire or Other Cause
11. If the demised premises shall be partially damaged by fire or other cause within the term of this lease, the lessee shall be bound to repair the same, and the cost of such repairs shall be borne by the lessee. If the premises shall be totally destroyed or so damaged that the lessee shall be bound to rebuild the same, the lessee shall be bound to do so within a reasonable time after the destruction or damage, and the cost of such rebuilding shall be borne by the lessee. If the lessee shall fail to rebuild the premises within the time specified, the lessor shall be bound to rebuild the same, and the cost of such rebuilding shall be borne by the lessor.

Leasehold Easements
12. If the whole or any part of demised premises shall be taken or condemned by any competent authority for any public or quasi public use or purpose, then, and in that event, the term of this lease shall terminate from the date when the possession of the premises shall be required for such use or purpose, and without apportionment of the award. The current rental, however, shall in any such case be apportioned.

Services
13. As long as Tenant is not in default under any of the provisions of this lease, Landlord covenants to furnish, insofar as the existing facilities provide, the following services: (a) Heat and hot water in reasonable quantities at all times; (b) Heat and hot water during the cold seasons of the year. Interruption or curtailment of any such services shall not constitute a constructive or partial eviction nor, unless caused by the gross negligence of Landlord, entitle Tenant to any compensation or abatement of rent. Mechanical refrigeration equipment, if provided, is for the accommodation of Tenant, and Landlord shall not be responsible for any failure of refrigeration or for leakage or damage caused by or as the result of such mechanical refrigeration or failure thereof for any reason whatsoever. If Landlord maintains a telephone switchboard connected with the demised premises, Tenant may use such service at the rates charged to other tenants of the building. The amount charged shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon 30 days' written notice to Tenant, without in any way affecting the obligations of the parties hereunder. If the building, of which the demised premises are a part, supplies manually operated elevator service, Landlord may discontinue such service upon ten (10) days' notice to Tenant without in any way affecting the obligations of Tenant hereunder, provided that within a reasonable time after the expiration of said ten (10) day period Landlord shall commence the substitution of an automatic control type of elevator in lieu of the manually operated elevator, and with due diligence pursue to completion the installation of such automatic control elevator or elevators. If electric current be cut off or any other cause beyond Landlord's control, if electric current be supplied by Landlord, Tenant covenants and agrees to purchase the same from Landlord or Landlord's designated agent at the rates charged to residential consumers by any electric corporation subject to the jurisdiction of the Public Service Commission and serving the part of the city where the building is located; but thereafter shall be rendered at such times as Landlord may elect and the amount, as computed from a meter installed by Landlord, or Landlord's agent, shall be deemed to be and be paid as additional rental. Landlord may discontinue such service upon thirty (30) days' notice to Tenant without being liable therefor or in any way affecting the liability of Tenant hereunder. In the event that Landlord gives notice to Tenant to permit Landlord to receive such service from any other person or corporation, and shall permit Landlord's wires and conduits to be used for such purpose, Tenant shall make no alteration or additions to the electric equipment and/or appliances without the prior written consent of Landlord in each instance. It is expressly understood and agreed that any covenants on Landlord's part to furnish any service pursuant to any of the terms or provisions of this lease, or to perform any act or thing for the benefit of Tenant shall not be deemed breached if Landlord is unable to perform the same by virtue of a strike or labor trouble or any other cause whatsoever beyond Landlord's control. If any tax be imposed upon Landlord's receipts from the sale or resale of electrical energy or gas or telephone service to Tenant by any Municipal, State or Federal agency, Tenant covenants and agrees that, where permitted by law, Tenant's pro rata share of such taxes shall be passed on to and included in the bill of and paid by Tenant to Landlord.

Access to Premises
14. Tenant shall permit Landlord to erect, use and maintain pipes and conduits in and through the demised premises, and Landlord or Landlord's agents shall have the right to enter the demised premises during reasonable hours, to examine the same, and to show them to prospective purchasers or lessees of the building, and to make such decorations, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take all material into and upon said premises that may be required therefor without the same constituting an eviction in whole or in part, and the rent reserved shall in no wise abate while said decorations, repairs, alterations, improvements or additions are being made, because the prosecution of any such work, or otherwise. For a period of seven months prior to the termination of this lease, Landlord shall have the right, during reasonable hours, to enter said premises for the purpose of exhibiting the same to persons desiring to rent or buy the same. If, during the last month of the term, Tenant shall have removed all or substantially all of Tenant's property therefrom, Landlord may immediately enter and enter, renovate and redecorate the demised premises, without elimination or abatement of rent, or other compensation, and such acts shall have no effect upon this lease. If Tenant shall not be personally present to open and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible hereunder, Landlord or Landlord's agents may enter the same by a master key, or may forcibly enter the same, without rendering Landlord or such agents liable therefor (if during such entry Landlord or Landlord's agents shall exercise reasonable care to Tenant's property), and without in any manner affecting the obligations and covenants of this lease.

Bankruptcy
15. (a) If at any time prior to the date herein fixed as the commencement of the term of this lease there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant make an assignment for the benefit of creditors, or if Tenant shall be adjudged bankrupt or insolvent, or if Tenant shall be appointed a receiver or trustee of all or a portion of Tenant's property, or if Tenant make an assignment for the benefit of creditors, this lease shall be terminated and in which event no rent shall be payable by Tenant, and the demised premises and Landlord, in addition to the other rights and remedies given by (c) hereof and by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain or liquidated damages any rent, security, deposit or moneys received by him from Tenant or others in behalf of Tenant upon the execution hereof.

(b) If at the date fixed as the commencement of the term of this lease or if at any time during the term hereby demised there shall be filed by or against Tenant in any court pursuant to any statute either of the United States or of any State a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Tenant's property, or if Tenant make an assignment for the benefit of creditors, this lease shall be terminated and in which event no rent shall be payable by Tenant, and the demised premises and Landlord, in addition to the other rights and remedies given by (c) hereof and by virtue of any other provision herein or elsewhere in this lease contained or by virtue of any statute or rule of law, may retain or liquidated damages any rent, security, deposit or moneys received by him from Tenant or others in behalf of Tenant.

(c) It is stipulated and agreed that in the event of the termination of this lease pursuant to (a) or (b) hereof, Landlord shall forthwith, notwithstanding any statute or rule of law to the contrary, be entitled to recover from Tenant an amount for liquidated damages as much as the difference between the rent reserved hereunder for the unexpired portion of the term demised and the rental value of the demised premises at the time of termination, for the unexpired term or portion thereof, both discounted to the date of the termination of the lease at the rate of four percent (4%) per annum. If the amount of such liquidated damages shall be less than the actual damages by reason of such termination, an amount equal to the actual damages allowed by any statute or rule of law in effect at the time when, and governing the proceedings in which, such damages are to be proved, whether or not such amount be greater, equal to, or less than the amount of the difference referred to above, in determining the rental value of the demised premises the rental realized by any letting of such premises be determined by Landlord within a reasonable time after termination of this lease, shall be deemed prima facie to be the rental value.

Default
16. (1) If Tenant shall make default in fulfilling any of the covenants of this lease other than the covenants for the payment of rent or additional rent, or if the demised premises become vacant or deserted, Landlord may give Tenant three days' notice of intention to end the term of this lease and thereupon, at the expiration of said three days if said default continues to exist the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrender the demised premises to Landlord but Tenant shall remain liable as hereininafter provided, or (2) if Landlord or Landlord's agents shall deem objectionable or improper any conduct on the part of Tenant or occupants, or visitors or licensees, or shall deem Tenant or occupants, or visitors or licensees objectionable, Landlord may in like manner give to Tenant three days' notice of intention to end the term of this lease and tender therewith an offer to tender the rent paid on account of the unexpired term, and thereupon at the expiration of said three days the term under this lease shall expire as fully and completely as if that day were the day herein definitely fixed for the expiration of the term, and Tenant will then quit and surrender the demised premises to Landlord.

(3) If the notice provided for in (1) or (2) hereof shall have been given, and the term shall expire on a day other than the day herein definitely fixed for the payment of the rent reserved herein or any item of additional rent herein mentioned, or any part of either or in making any other payment herein provided, or (4) if any execution or attachment shall be issued against Tenant or any of Tenant's property whereupon the demised premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, or (5) if Tenant shall make default with respect to any other lease between Landlord and Tenant, or (6) if Tenant shall fail to move into or take possession of the premises within fifteen (15) days after commencement of the term of this lease of which Landlord shall be the sole judge, then and in any of such events Landlord may without notice, re-enter the demised premises either by force or otherwise, and dispossess Tenant and the demised premises and the contents thereof, and the legal representative of Tenant or other occupant of demised premises, and remove their effects and hold the premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end, and if Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Landlord may cancel and terminate such renewal or extension agreement by written notice as hereinafter provided.

In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, as attorneys' fees, brokerage and/or putting the demised premises in good order, or for preparing the same for re-rental; (b) Landlord may relet the premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may be longer or shorter than the term of this lease and may grant concessions or free rent, and/or (c) Tenant or the legal representatives of Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting such premises as legal expenses, attorneys' fees, brokerage and for keeping the demised premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent day specified in this lease and any sum brought to collect the amount of the deficiency for any month shall not preclude in any way the rights of Landlord to collect the deficiency for any subsequent month by a summary proceeding. Landlord at Landlord's option may make such alterations and/or decorations in the demised premises as Landlord in Landlord's sole judgment considers advisable and necessary for the purpose of reletting the demised premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from his liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to relet the demised premises, or in the event that the demised premises are relet for failure to collect the rent thereunder under such reletting. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not herein provided for. Merely in this lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of demised premises by reason of the violation by Tenant of any of the covenants and conditions of this lease or otherwise.

Waiver of Redemption
17. If Tenant shall default in the performance of any covenant on Tenant's part to be performed by virtue of any provision in any article in this lease contained, Landlord may immediately, or at any time thereafter, without notice, perform the same for the account of Tenant. If Landlord at any time is compelled to pay or elect to pay any sum of money, or do any act which will require the payment of any sum of money by reason of the failure of Tenant to comply with any provision hereof, or if Landlord is compelled to incur any expense including reasonable attorneys' fees in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord with all interest, costs and damages, shall be deemed to be additional rent hereunder and shall be due from Tenant to Landlord on the first day of the month following the incurring of such respective expenses.

No Representations by Landlord
18. Landlord or Landlord's agents have made no representations or promises with respect to the said building, the land upon which it is erected or demised premises except as expressly set forth and no rights, easements or licenses are created by this lease by application or otherwise except as expressly set forth in the provisions of this lease. The taking possession of the demised premises by Tenant shall be conclusive evidence, as against Tenant, that Tenant accepts same "as is" and that said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

End of Term
19. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Landlord the demised premises, leave clean, in good order and condition, ordinary wear excepted. Tenant shall remove all property of Tenant as directed by Landlord. If the last day of the term of this lease or any renewal thereof falls on Sunday the lease shall expire on the business day immediately preceding. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease.

Quiet Enjoyment
20. Landlord covenants and agrees with Tenant that upon Tenant paying said rent, and performing all the covenants and conditions aforesaid, on Tenant's part to be performed, Tenant shall and may peaceably and quietly have, hold and enjoy the premises lawfully demised for the term aforesaid, subject, however, to the terms of the lease and of the ground leases, underlying leases and mortgages hereinafter mentioned.

Failure To Give Possession
21. If Landlord shall be unable to give possession of the demised premises on the date or dates of the commencement of the term hereby demised by reason of the fact that the premises are located in a building being constructed and which has not been sufficiently completed to make the premises ready for occupancy or by reason of the fact that the premises are occupied by others, Landlord shall not be subject to any liability for the failure to give possession on said date. Under such

[illegible]

Waiver of Trial by Jury 23. It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the Tenant's use or occupancy of said premises, and/or any claim of injury or damage.

shall in no wise be affected, impeded or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of a governmental action of the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by the war.

Captions 25. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provision thereof.

Definitions. **27.** The term "Landlord" as used in this lease means and shall mean only the owner of the mortgage in possession for the time being of the land and building (or the owner of a lease of the building) of which the demised premises form a part, so that in the event of any sale or assignment of said land and building, or of said lease, or in the event of a foreclosure of said mortgage, the new owner or assignee or mortgagee shall be entirely relieved of all covenants and obligations of Landlord hereunder, and it shall be deemed and construed without further agreement between the parties to this lease that the covenants in hereunder are in severalty and shall not bind any such sale, or the said lessee of the building, that the purchaser or the leasee of the building has assumed and agreed to carry out any and all covenants and obligations of Landlord hereunder. The words "renter" and "rent" shall be construed to mean the rent payable by the tenant to the landlord.

28. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this lease, their assigns.

ADDITIONAL ARTICLES NOT PROVIDED IN STANDARD FORM OF LEASE OF APARTMENT, BUT FORMING A PART HEREOF

- SEE RIDER ATTACHED -

In Witness Whereof, the Landlord and Tenant have respectively signed and sealed this lease as of the day and first above written.

Witness for Landlord:

(L.S.)

Witness for Tenant:

(L. S.)

IL S. 1

STATE OF NEW YORK, }
County of New York, } ss:

On this 16th day of August in the year one thousand nine hundred and twelve one before me personally came James E. Tracy, to me known and known to me to be the person named and in and who executed the foregoing instrument, and duly acknowledged that he executed the same for the purposes mentioned therein.

John A. Sullivan [Seal]
Notary Public, Number _____, County of New York.

The rental provided herein includes a 1% increase over the June 30, 1970 rent which the Rent Guidelines Board refers to as a "stabilizer."

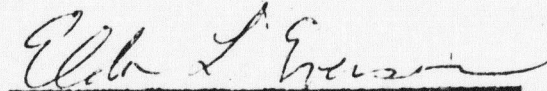
It is agreed that the rent to be paid pursuant to this lease will be adjusted to be effective July 1st in each year of this lease to reflect any change, either upward or downward to be made in the "stabilizer" by the Rent Guidelines Board annually on July 1st. It is understood that in no event will the change in any one year be more than 1%.

LEXINGTON MADISON CO.

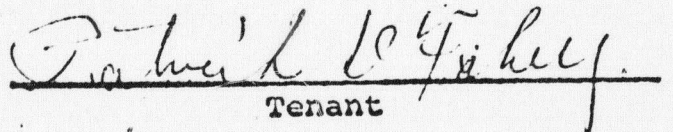
By: Fundamental Building Corporation

By: 

Witness as to Landlord



Witness as to Tenant



Tenant

RESIDENTIAL SECURITY DEPOSIT RIDER #1

30. Tenant has deposited with landlord upon the execution of this lease, the sum of \$ _____ as security for the payment by tenant of all amounts due hereunder and the performance by tenant of all the terms, covenants and conditions to be performed by tenant.

(a) Said security deposit shall be held by landlord in trust pursuant to the provisions of the General Obligations Law. Pursuant to the provisions of said Law, the security deposited will be held in a tenants' security account, together with the security deposits of other tenants of landlord or of landlord's managing agent, in a bank or savings institution in an account bearing interest at the prevailing rate of interest earned by short term savings deposits in the City of New York. The amount of interest actually earned with respect to the security deposit (less a deduction for administration expenses relating to this security deposit in the maximum amount permitted by Law) shall be added to the security deposit and shall continue to be held under the provisions of this lease. Landlord shall furnish to tenant an annual statement with respect to the amount of interest earned and credited to the tenant, the amount deducted for administration expenses, and the then total amount of the security deposit. Landlord may change the bank in which said security deposit is maintained at its discretion from time to time without notice to tenant, provided that the aggregate amount of interest earned in the year of such transfer shall not thereby be decreased.

(b) Upon the expiration of the term of this lease or of any renewal or extension thereof, landlord shall repay to tenant the amount then remaining as the security deposit, including all interest additions thereto which have been earned and actually paid by the depository bank at such time, less the permitted administration expense deduction, provided that the tenant has faithfully complied with all of the terms and conditions of the lease or tenancy of the premises. Landlord may, at its option, apply the security or any portion thereof in payment of the rent, additional charges of any kind, or reimbursement for damage or other cost or expense arising from tenant's failure to comply with all of the provisions of this lease or any damages sustained by landlord by reason thereof.

(c) In the event of a sale or transfer of the premises of which the demised premises are a part, landlord may transfer the security deposit, together with any additions thereto, to the purchaser or transferee of such premises, after giving notice to tenant of such transfer in the manner then provided by law, whereupon landlord shall not be found liable with respect to said security deposit but shall be fully discharged of all responsibility in connection therewith.

(d) This security deposit shall apply to the term specified herein and any renewals, extensions or continuations thereof, whether by agreement or by operation of law or statute, and shall further survive the termination of the lease by summary proceedings or otherwise.

31. It is expressly understood and agreed that this instrument cannot be changed orally.

32. So long as Tenant shall not be in default under the terms of this lease, Landlord agrees to furnish to Tenant air conditioning through its central air conditioning system, and to maintain such air conditioning system in good order during the term of this lease. Tenant agrees to take good care of said air conditioning equipment while in Tenant's possession. Landlord shall not be liable in damages or otherwise should it be unable to maintain such air conditioning systems in good order and/or make the necessary repairs thereto by reason of any labor controversies, accidents, fire or other causes beyond the control of Landlord, nor shall the rent payable hereunder be abated or diminished during any time the said air conditioning system remains inoperative by reason of mechanical or electrical failure.

33. The rental hereunder specified includes, without further charge to the Tenant, the electric current consumed in the operation of the equipment of the central air conditioning and heating system. The rental does not include the current used to operate the circulating fans located within the individual air conditioning and heating units located within the apartments.

34. The Tenant shall not install, operate, or maintain laundry equipment of any kind in said leased premises without the written consent of the Landlord.

35. This lease is subject and subordinate to all ground or underlying leases and mortgages thereon and advances thereunder which may now or hereafter affect the real property, of which demised premises form a part, or the leasehold estate hereof held by Landlord, and to all renewals, modifications, consolidations, replacements and extensions thereof. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request. Tenant hereby constitutes and appoints Landlord the Tenant's attorney-in-fact to execute any such certificate or certificates for, and on behalf of Tenant.

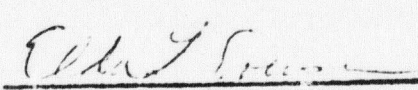
36. The garage space at the premises or the use of any part of such space is not included as part of the demised premises nor in the rental reserved to be paid by the Tenant as hereinbefore provided.

LEXINGTON MADISON CO.

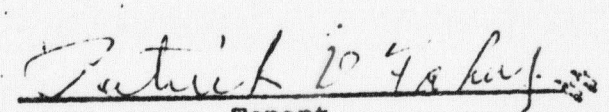
By: Fundamental Building Corporation

By: 

Witness as to Landlord



Witness as to Tenant



Tenant

Shirley -
Rent Received from Fahey
\$2592.00 covering April thru
Sept. I pulled cards for
April & May

LEXINGTON MADISON CO.
 630 THIRD AVENUE
 NEW YORK, N.Y. 10017

APR. 30, 1970

WILL APPEAR ON NEXT STATEMENT

OFFICE COPY

STATEMENT

IDENTIFICATION NUMBER

L108E086400

DATE DUE

05/01/70

| PROPERTY | RENTAL UNIT | PRIOR CHARGES OR PREPAYMENTS | CURRENT RENT | CURRENT GARAGE | BILLING ADJUSTMENTS | AMOUNT DUE |
|----------|-------------|------------------------------|--------------|----------------|---------------------|------------|
| L1 | 08E | 432.00 | 432.00 | | | 864.00 |

PLEASE MAKE CHECKS PAYABLE TO:

FAHEY, P.
 128 SCOTT STREET
 JOLIET, ILL. 60431

LEXINGTON MADISON CO.
 630 THIRD AVENUE
 NEW YORK, N.Y. 10017

Acc. Payment
Jan. } 432 -
Feb. } 432 -
Mar. } 432 -
Apr. } 864 -
May. } 864 -
592 -

dep. 5/18/70

Patrick D. Fahey

REAL ESTATE • INSURANCE • MORTGAGE LOANS

128 SCOTT STREET
JOLIET, ILL.

723-5811

May 14, 1970

Mr. Samuel Sharlach
Lexington Madison Co.
630 Third Avenue
New York, New York, 10017

RE: Rent Patricia Fahey

Dear Sir;

Enclosed please find my check in the amount of \$2,592.00
covering rent April thru September 1970.

I have put a stop payment on the check I mailed to you on 5-1-70.
When I mailed the check to you I explained that I had been out
of the Country on vacation and that I did not receive notice of
any rent due.

If your office ever finds my other check please have them return it
to my office.

Very truly yours,

Patrick D. Fahey
Patrick D. Fahey

PDF/ee
encl.

*rec'd original check dated 5/1 on 6/1
returned to Fahey 6/1/70.*

LAKELAND BLUFF, INC.
128 SCOTT STREET
JOLIET, ILLINOIS

1092

PAY
TO THE
ORDER OF

Levington Madison Co.

9-17 19 20 $\frac{70-2286}{711}$

\$2592.00

EXACTLY ~~0250250000~~

DOLLARS

CHASE INTERNATIONAL BANK (N.A.)

LAKELAND BLUFF, INC.

(A NATIONAL BANK)

CUMBERLAND AVENUE AND HIGGINS ROAD

P.O. BOX 700, PARK RIDGE, ILLINOIS 60068

Wm. M. Misch
Kurt Fahrenberg

Patrick B. Fahrenberg

⑆07112286⑆ ⑈44701⑈3⑈

For fol. months Oct.

Nov.

Dec.

Jan.

Feb.

Mar.

see dep. 9/21

6 mos @ 432.-

per mo. =

\$2592.00

Patrick D. Fahey

REAL ESTATE • INSURANCE • MORTGAGE LOANS

128 SCOTT STREET
JOLIET, ILL.

723-5811

September 17, 1970

Lexington Madison Company
630 Third Avenue
New York, New York 10017

Mr. Samuel Sharlach

Dear Sir:

Enclosed please find my check in the amount of \$2,592.00 to cover six (6)
Months rent on my lease of apartment 8-E

Very truly yours,

Patrick D. Fahey
Patrick D. Fahey

PLF/ee

encl.

*Adv. for Oct.
Nov.
Dec.
Jan.
Feb.
Mar.* } *6 mos. @ 324.00 = 2592.-*

Agreement of Lease, made this 1st day of AUGUST 19 70, between

LEXINGTON MADISON CO.

of the first part, hereinafter referred to as Landlord, and

PATRICK A FAHEY

party of the second part, hereinafter referred to as Tenant,

Witnesseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

ment 8-E

on the EIGHTH

floor, in the building

as 27 EAST 65th STREET

in the Borough of MANHATTAN

, City of New

for the term of ONE (1) YEAR

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the 1st day of OCTOBER

nineteen hundred and SEVENTY

to end on the 30th day of SEPTEMBER

nineteen hundred and SEVENTY-ONE

dates inclusive, at an annual rental of \$5,546.88

(\$462.24 / MO.)

Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, and that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half of the rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the first day of each and every month in advance.

In the event that, at the commencement of the term of this lease, Tenant shall be in default in the payment of rent to Landlord pursuant to the terms of a prior lease with Landlord or with Landlord's predecessor in interest, Landlord may at Landlord's option and without notice to Tenant add the amount of such arrearages to any monthly installment of rent payable hereunder, and the same shall be payable to Landlord as additional rent hereunder.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant, as follows:

1. Tenant shall pay the rent as above and as herein after provided.

2. The demised premises and any part thereof shall be occupied only by Tenant and the members of the immediate family of Tenant, and as a strictly private dwelling apartment and for no other purpose.

3. Tenant, and Tenant's heirs, distributees, executors, administrators, legal representatives, successors and assigns, shall not assign, mortgage or encumber this lease, nor underlet, or use or permit the demised premises for Landlord:

for injury to any person or persons or to any property by reason of any business or operation being carried on upon said premises; and shall comply with all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body, and shall not do, or permit anything to be done, in or upon said premises, or bring or keep anything therein, which shall increase the rate of fire insurance on the building, of which demised premises form a part, or on property located therein. If by reason of failure of Tenant to comply with the provisions of this paragraph, the fire insurance rate shall at any time be higher than it otherwise would be, then Tenant shall reimburse Landlord, as additional rent hereunder, for that part of all fire insurance premiums thereafter paid by Landlord which is increased because of such violation by Tenant, and shall

for Tenant:

OF NEW YORK,
City of New York, } S.S.:

[L. S.]

[L. S.]

[L. S.]

Tenant's Signature.

LEXINGTON MADISON CO.

630 THIRD AVENUE
NEW YORK, NEW YORK 10017
(212) 986-8194

September 23, 1970

Mr. Patrick Fahey
128 Scott Street
Joliet, Illinois 60431

Dear Mr. Fahey:

Thank you for your check in the amount of twenty five hundred and ninety two dollars (\$2,592.00), to cover six (6) months rent, from October 1970 through March 1971.

The amount sent was based on your present rent of four hundred thirty two dollars (\$432.) per month whereas the rent on your new lease is four hundred sixty two dollars and twenty four cents (\$462.24). The difference for six months is one hundred eighty one dollars and forty four cents (\$181.44).

Kindly have a check issued for this difference.

Very truly yours,

LEXINGTON MADISON CO.

By: Fundamental Building Corp.

Samuel Sharlach
Agent

SS;sr

STANDARD FORM OF APARTMENT LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made this 12th day of AUGUST 19 69, between
LEXINGTON MADISON CO.

party of the first part, hereinafter referred to as Landlord, and PATRICK D. FAHEY

party of the second part, hereinafter referred to as Tenant.

Witnesseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as
Apartment 8-E on the EIGHTH floor, in the building
known as 27 EAST 65th STREET in the Borough of MANHATTAN, City of New
York, for the term of ONE (1) YEAR

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the 1st day of OCTOBER nineteen hundred and SIXTY-NINE

and to end on the 30th day of SEPTEMBER nineteen hundred and SEVENTY

both dates inclusive, at an annual rental of \$5,184.00

(MONTHLY \$432.00)

which Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve notice in such manner and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half month's rent in advance on the 15th day of any following month and that thereafter the rent shall become due and payable on the 1st day of each and every month in advance.

Bursting or leaking of pipes or plumbing works, or gas, or from any other cause, except negligence or improper conduct of Tenant, or

or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said build-

Witness for Tenant:

Patrick D. Fahey

Patrick D. Fahey [L. S.]

Patrick D. Fahey [L. S.]

Patrick D. Fahey [L. S.]
Tenant's Signature.

STATE OF NEW YORK, }
County of New York, } S.S.:

On this _____ day of _____ in the year one thousand nine hundred and _____
before me personally came _____, to me known and known to
to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the
same for the purpose mentioned therein.

Notary Public, Number _____, County of New York. [Seal]

RENT GUIDELINE RIDER

Rider made and dated this 12th day of August, 1969
by and between LEXINGTON MADISON CO., as Landlord,
and Patrick D. Fahey, as Tenant, relating to
Apartment No. 8-E, at premises 27 East 65th Street, Manhattan, N.Y.

The parties hereto agree as follows:

- Par 1. That the rent provided herein does not exceed that permitted pursuant to the provisions of the RENT STABILIZATION LAW OF 1969.
- Par 2. That where Landlord has proper cause and ground to apply to the Conciliation Board for relief, and where, upon due application, Landlord is found to be entitled to an increase in rent over and above the amount set forth in Par 1 above, the parties agree:
- (a) To be bound by the determination of the Conciliation Board.
 - (b) That where the Conciliation Board has granted an increase in rent, the tenant agrees to pay such increase in the manner set forth by the Conciliation Board.
- Par 3. That if the RENT STABILIZATION LAW of 1969 or any of the rules and regulations promulgated pursuant thereto shall hereafter be finally determined by any Court of competent jurisdiction to be invalid, in whole or in part, then the provisions of this lease shall be deemed amended so as to be consistent with such determination and the rent to be paid by the tenant for the balance of the term of this lease, commencing with the first day of the calendar month following the month in which such judicial determination was made, shall be fixed by the landlord (provided only that any rent so fixed shall not exceed by 15% the rent hereinabove set forth) and such adjusted rent shall be paid by the tenant as in this lease provided. In the event the rent is adjusted pursuant to this Paragraph, then the tenant shall have a period of ninety (90) days during which he may elect to cancel this lease upon notice of thirty (30) days to the landlord..
- Par 4. In all other respects, this lease and any and all riders thereto shall continue in full force and effect, and except as modified hereinabove, shall in no way be affected hereby.

LEXINGTON MADISON CO.

BY: FUNDAMENTAL BUILDING CORP.

[Signature]
Landlord

[Signature]
Tenant.

STANDARD FORM OF APARTMENT LEASE

The Real Estate Board of New York, Inc.

Agreement of Lease, made this 7th day of Aug 1968, between

LEXINGTON MADISON CO.

Party of the first part, hereinafter referred to as Landlord, and

PATRICK D. FAHEY

party of the second part, hereinafter referred to as Tenant.

Witnesseth: That Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the apartment known as

Apartment 8 E on the EIGHTH floor, in the building

known as 27 EAST 65TH STREET in the Borough of MANHATTAN, City of New

York, for the term of ONE (1) YEAR

(or until such term shall sooner cease and expire, as hereinafter provided), to

commence on the 1st day of OCTOBER nineteen hundred and SIXTY EIGHT

and to end on the 30th day of SEPTEMBER nineteen hundred and SIXTY NINE

with dates inclusive, at an annual rental of \$4944.00 (\$412.00 per month)

Each Tenant agrees to pay in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, in equal monthly installments in advance on the first day of each month during said term, at the office of Landlord or such other place as Landlord may designate, without any set-off or deduction whatsoever, except that Tenant shall pay the first monthly installment on the execution hereof (unless this lease be a renewal).

It is understood and agreed that if the demised premises are rented from the 15th day of the month, Landlord may serve notice on Tenant and under such circumstances as Landlord alone may determine requiring Tenant to pay one-half of the rent for the month, but not for the less of any property by then or otherwise. Landlord or Landlord's agents shall not be liable for any injury or damage to persons or property resulting from falling plaster, steam, gas, electricity, water, rain or snow which may leak from any part of said building or from the pipes, appliances or plumbing works of the same or from the

[L. S.]

Witness for Tenant:

[L. S.]

[L. S.]

CITY OF NEW YORK,
County of New York, } S.S.:

On this _____ day of _____

in the year one thousand nine hundred and _____

_____ to me personally came _____, to me known and known to be the individual described in and who executed the foregoing instrument, and duly acknowledged that he executed the for the purpose mentioned therein.

Eldon J. Quinn

Notary Public, Number _____

[Seal]

County of The Bronx.